

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

MARCELLUS GILREATH <i>Plaintiff,</i> v. PAMELA MCGUINEA, et al. <i>Defendants.</i>	Case No.: 1:23-cv-00720-DAP Judge Dan Aaron Polster Magistrate Judge Jonathan D. Greenberg
INITIAL DISCLOSURES OF PLAINTIFF MARCELLUS GILREATH	

Under Fed. R. Civ. P. 26(a)(1)(A), Plaintiff Marcellus Gilreath make the following initial disclosures:

i) Individuals likely to have discoverable information supporting the disclosing party's claims or defenses:

- A) The parties;
- B) Current and former employees of Cuyahoga Job & Family Services involved with administering Dr. Gilreath's benefits and investigating his case. In particular:
 - 1) Evetta Latevoli
 - 2) Mrs. Wilson with the Westshore Neighborhood Family Service Center
 - 3) Corella Williams
 - 4) Curtis Riley
 - 5) Margaret Adams
 - 6) Jamie Gregorski
- C) Current and former employees of the Cuyahoga County Prosecutor's Office involved with investigating and prosecuting Dr. Gilreath.
- D) James M. Johnson, Dr. Gilreath's criminal-defense counsel.
- E) Dr. Jane Domb, Dr. Gilreath's treating provider for mental distress associated with his wrongful conviction.

ii) A description of all documents, electronically stored information, and tangible things that the disclosing party has in its possession, custody, or control and may use to support its claims or defenses, unless the use would be solely for impeachment:

- A) Documents from Dr. Gilreath's criminal case.
- B) Documents obtained from Cuyahoga County and the Ohio Department of Job & Family Services through requests for public records.

C) Records of Dr. Gilreath's treatment from Dr. Domb.

iii) A computation of each category of damages claimed by the disclosing party:

- A) \$2 million in back pay: Lost wages: Before being indicted, Dr. Gilreath worked *locum tenens* assignments. Pay could vary from one assignment to the next, but would average out to nearly \$200,000 annually for the roughly 10 years since the indictment.
- B) \$2 million in front pay, using the same calculations.
- C) \$20,000 in lost SNAP benefits due to ineligibility based on the conviction.
- D) Emotional damages exceeding economic damages, to be calculated by a jury.
- E) Punitive damages exceeding compensatory damages, to be calculated by a jury.

iv) Any insurance agreement under which an insurance business may be liable to satisfy all or part of a possible judgment in the action or to indemnify or reimburse for payments made to satisfy the judgment:

- A) N/A.

Respectfully submitted,

/s/ Brian D. Bardwell

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Attorneys for Plaintiff Marcellus Gilreath

CERTIFICATE OF SERVICE

I certify that on August 10, 2023, this document was served on opposing counsel as provided by Fed. R. Civ. P. 5(b)(1).

/s/ Brian D. Bardwell

Brian D. Bardwell (0098423)

Attorney for Plaintiff Marcellus Gilreath